of the plaintiff's farm had sowed rye, on an oral agreement that half the crop was to belong to him, and that he might harvest it after the expiration of the lease, the plaintiff conveyed the land to the defendant who orally agreed to respect the agreement with the tenant. *Held,* that the rye being personal property and belonging to a third person, the agreement between the parties to the deed amounted to a constructive severance of the rye, and effectively reserved or excepted it. McLennan, P. J., and Kruse, J., *dissenting.*

When land is sold which has upon it immature crops, these crops generally pass with the land. *Brown v. Thurston,* 56 Me. 126; *Trip v. Hasceig,* 20 Mich. 254. However, there are some cases where the title to the crops does not thus pass. One case is where the crop has been severed by a valid sale, *Austin v. Sawyer,* 9 Cow. (N. Y.) 39, but this sale must be in writing to satisfy the Statutes of Fraud. *Powell v. Rich,* 41 Ill. 466. Another exception is where by weight of authority the crop is reserved by a written agreement at the time of the sale. *McIlvaine v. Harris,* 20 Mo. 457; *Clap v. Draper,* 4 Mass. 266. *Contra*: *Backenstoss v. Stahler,* 33 Pa. St. 251, holds that crops may be reserved by parol agreement.

EVIDENCE—ADMISSIBILITY OF PAROL EVIDENCE—REFORMATION OF A WRITTEN AGREEMENT.—HUGHES V. PAYNE, 117 N. W. 363 (S. D.).—*Held,* that where the reformation of a written contract is sought on the ground of mistake resulting from the omission of certain terms, parol evidence is admissible to prove the mistake and the omitted terms. Fuller, J., *dissenting.*

The general rule is that parol evidence prior or contemporaneous to a written agreement is not admissible for the purpose of contradicting, altering or in any way varying it. *Courtwright v. Burns,* 13 Fed. 317. In equity this rule applies as well as in law, but here it is subject to the exceptions of fraud, accident or mistake in which cases the courts will grant relief. *First National Bank v. Bast,* 101 U. S. 93. But the contrary has been held in Rhode Island. *Macomber v. Peckman,* 16 R. I. 485. In Pennsylvania, even in courts of law, parol evidence is admissible in case of fraud, accident or mistake. *Melcher v. Hill,* 194 Pa. St. 440. But it must be borne in mind, that equity will exercise the power of reforming instruments with caution, and only when a proper case is made by the pleadings. *Striker v. Tinkham,* 35 Ga. 176. In all these cases the party that seeks reformation of the written instrument has the burden of proof. *Smith v. Allen,* 102 Ala. 406.

INSURANCE—NON-PAYMENT OF PREMIUM NOTES—EFFECT.—ARKANSAS INS. CO. V. COX, 98 PAC. 552 (OKLA.).—*Held,* that where two notes are given in payment of the premium on a fire insurance policy, and no reference is made to them in the policy, nor the validity of the policy is in any way made contingent upon the payment of the notes, the policy is not invalidated by non-payment of the notes at their maturity.

Where a policy provides that if premium notes be not paid the policy

shall become void, it is a good defense to an action on the policy that the premium notes were unpaid at the time of the loss. *American Ins. Co. v. Leonard,* 80 Ind. 272; *Thompson v. Knickerbocker Ins. Co.,* 104 U. S. 252. But if there is no stipulation to that effect, failure to pay a premium note at maturity will not defeat the policy. *Trade Ins. Co. v. Barracliff,* 45 N. J. Law, (16 Vroom) 543. And a stipulation in the premium note itself that its non-payment shall avoid the policy (no such provision being contained in the policy) is nugatory. *Ins. Co. v. Hardie,* 37 Kan. 674. However, where a company claims a forfeiture for non-payment of a premium note, it must offer to surrender the note. It cannot forfeit the policy and keep the note. *Johnson v. Southern Mut. Ins. Co.,* 79 Ky. 403.

LIBEL AND SLANDER—EVIDENCE.—DENNISON V. DAILY NEWS PUB. CO., 118 N. W. 568 (NEB.).—*Held,* that in a civil action to recover damages for libel, it is proper to produce evidence showing the relations existing between the plaintiff and the author of the alleged libel, for the purpose of proving that the plaintiff was the person referred to, when his name does not appear in the article, and the defendant does not admit that he is the one referred to.

In an action for libel, the plaintiff may show by extrinsic evidence that the publication referred to him, though it did not name him. *Van Ingen v. M. & E. Pub. Co.,* 35 N. Y. Supp. 838. And where the person is ambiguously described, extrinsic evidence may be admitted to establish the identity. *Mix v. Woodward,* 12 Conn. 262; *Van Vechten v. Hopkins,* 5 Johns 211. It was further held in *Mix v. Woodward, supra,* that the plaintiff is at liberty to prove that the libel was published of and concerning him in the same manner and by the same kind of evidence as he might prove any other fact in the case. But an acquaintance of the plaintiff cannot testify that, uopn reading the libellous publication, he understood it to refer to the plaintiff. *White v. Sayward,* 35 Me. 322. *Contra: Enquirer Co. v. Johnston,* 72 Fed. 443.

MALICIOUS PROSECUTION—PROBABLE CAUSE—CONVICTION.—SMITH V. THOMAS ET AL., 62 S. E. (N. C.) 772.—*Held,* that probable cause for a prosecution, barring an action for malicious prosecution, is conclusively established by a conviction, on a confession of guilt before a justice having jurisdiction of the offense, though there was a reversal on appeal.

To sustain an action for malicious prosecution, it must be shown that probable cause was lacking for the institution of the proceedings complained of. *Ferguson v. Arnow,* 142 N. Y. 580. A conviction is conclusive evidence of probable cause. *Herman v. Brookerhoff,* 8 Watts (Pa.) 240. But whether or not this proposition is true when the conviction is followed by an appeal and acquittal gives rise to a conflict of opinion. The weight of authority holds in the affirmative. *Morrow v. Wheeler & Wilson Mfg. Co.,* 165 Mass. 349; *Crescent City L. S. Co. v. Butcher's Union,* 120 U. S. 141. But generally with the qualification that the conviction in the lower court must have been procured without fraud or other undue means. *Murphy v. Ernst,* 46 Neb. 1. Another line of authori-